

ECS File: JPA 87-71A
Project: 89 PM 66 H 3148 01C
Section: US-89/SR-210

CITY OF TUCSON

CONTRACT NO. 0212-92

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON**

THIS AGREEMENT is entered into 4 November, 1991,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF
TUCSON, acting by and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Article 1, Section 1 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City have entered into an agreement to define their respective responsibilities relating to renovation improvements and subsequent jurisdiction and maintenance of US-89 on 6th Avenue and Stone Avenue from 18th Street to Drachman, and on Drachman from 6th Avenue to Stone Avenue, a copy of which is attached hereto as Exhibit A and made a part hereof. After execution of that agreement, the State and the City participated in the development of a transportation corridor, (now SR-210), traversing US-89 from approximately 5th Street to Toole. During the renovation, that portion of US-89 required for SR-210 was excluded from Exhibit A with the intention of including it in SR-210, but SR-210 has now been delayed. This agreement is to provide for compensating the City for improvements to that portion of US-89 which were then excluded as a part of SR-210.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The State will:

Pay the City \$37,000.00 as the cost of improvements to mill and overlay that portion of US-89 addressed under this agreement.

2. The City will:

Invoice the State in the amount of \$37,000.00 for the cost of the improvements.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007


City of Tucson
Transportation Director
PO Box 27210
Tucson, AZ 85726-7210

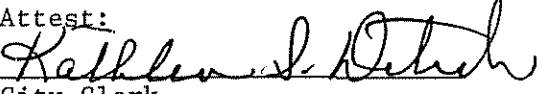
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA
Department of Transportation

By 
THOMAS J. VOLGY
Mayor

By 
AUGUST V. HARDT
Deputy State Engineer

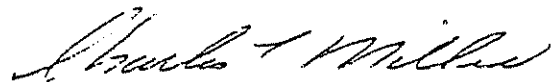
Attest:

Kathleen J. Dutch
City Clerk

SECTION: US 89 (Stone Ave.)
University Blvd. to
18th St.

RESOLUTION

BE IT RESOLVED on this 13th day of August, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona, that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Amendment to that certain Intergovernmental Agreement with the City of Tucson, bearing Contract No. 0603-87, which was for the purpose of managing and financing the U.S. 89 (Stone Avenue), University Boulevard to 18th Street, reconstruction project.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of
Transportation

WH:ks

0063e/

ADOPTED BY THE
MAYOR AND COUNCIL
OCT 21 1991

RESOLUTION NO. 15839

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE
ARIZONA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO SIXTH
AVENUE (U.S. 89).

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the
Arizona Department of Transportation for improvements to Sixth
Avenue (U.S. 89), attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed
to execute the said Intergovernmental Agreement for and on
behalf of the City of Tucson, and the City Clerk is directed to
attest the same.

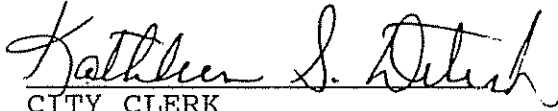
SECTION 3. The various City officers and employees are
authorized and directed to perform all acts necessary or desir-
able to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preser-
vation of the peace, health and safety of the City of Tucson
that this resolution become immediately effective, an emergency
is hereby declared to exist and this resolution shall be effec-
tive immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council
of the City of Tucson, Arizona OCT 21 1991.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

ES:rsj
10/7/91
SR-210.wp

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Inter-governmental Agreement between the and the CITY OF TUCSON and the Arizona Department of Transportation and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 7 day of October, 1991.

CITY OF TUCSON

By Charles S. Felt
Assistant City Attorney